

## REMARKS/ARGUMENTS

Claims 17, 21, 24 and 28-32 remain in the application for further prosecution. No claims have been amended or added by this paper. Further, claims 1, 3, 4, and 27 have been cancelled to simply the issues to be presented on appeal and, thus, entry of this amendment is respectfully requested for this purpose. MPEP § 714.13.

### §§ 102 and 103 Rejections

Claims 17, 21, 24, 25, and 28-32 were rejected under 35 U.S.C. § 102(e) as being anticipated by U.S. Patent No. 6,254,483 to Acres (“Acres”) or, in the alternative, under 35 U.S.C. § 103(a) as obvious over Acres in view of IGWB.

Acres and IGWB cannot be used to reject the pending claims because at least these two limitations are lacking. First, claims 17 and 24 require the gaming machine to have a memory device that stores at least two data sets, wherein each data set corresponds to a plurality of game symbols that are “indicative of a game outcome.” And second, claims 17 and 24 require the triggering event to be one that is “unassociated with a monetary value” of the wagers made during the plays the gaming machine.

#### A. THE FIRST ELEMENT OF CLAIMS 17 AND 24 THAT IS MISSING IN THE PRIOR ART

Acres not only fails to teach a memory device located within a gaming machine that stores at least two data sets corresponding to game symbols (generally), but Acres also fails to teach anything about two data sets having game symbols that are indicative of the game outcome. Applicants note that, when discussing Acres, the Examiner alleges that “[T]he changing of the appearance of the game can result in changing of multiple colors, background, symbols or elements.” Final Office Action, page 4 (emphasis added). Yet, the only thing that Acres

mentions about appearance is changing a background color or a card decoration (to make it like a casino's logo). While the Applicants know where the Examiner finds the teachings regarding background color in Acres, it is unclear where the Examiner gathers these teachings regarding "symbols or elements" in the above quoted sentence. Applicants contend, however, that the only **actual** teaching in Acres regarding appearance is **not** related to symbols that are "indicative of a game outcome." Obviously, background color has nothing to do with the game outcome. And, while the value of a card (*e.g.*, a Ten, an Ace, a Two) may indicate the game outcome, the card decoration on the reverse side of those values has nothing to do with the game outcome.

Applicants also note that the Examiner points to a single statement in Column 5 that Acres can be operated in a stand-alone mode. But, that simple statement does not cure the infirmity in this rejection either. In short, there is absolutely no teaching whatsoever in Acres of a gaming machine with a memory device that stores at least two data sets, wherein each data set corresponds to a plurality of game symbols that are "indicative of a game outcome."

IGWB also fails to teach this claim element. The "sevens, cherries, and cabooses" on page 11 may be symbols that indicate an outcome, but there is no teaching that data sets corresponding to these symbols are stored in the memory device of a **single** gaming machine, or that the **single** gaming machine alters the currently displayed "sevens" to "cherries" after a certain number of plays occurs. Rather, page 11 simply reiterates the fact that gaming-machine manufacturers unveil new gaming machines with different symbols each year.

For this reason alone, a *prima facie* case of obviousness has not been established. Independent claims 17 and 24 and their dependent claims are allowable over the cited prior art.

B. THE SECOND ELEMENT OF CLAIMS 17 AND 24 THAT IS MISSING IN THE PRIOR ART

Applicants understand the Examiner's position with regard to the underlined statement on page 5 of the final Office Action. However, the Applicants believe that further clarification on the teachings of Acres is needed so that the Examiner can understand why Acres fails to teach the elements in claims 17 and 24 regarding the triggering event being "unassociated with a monetary value of wagers" made during the plays of the gaming machine.

Gaming machines typically provide the player with the option of placing multiple wagers on each play of the wagering game associated with that gaming machine. In other words, on a quarter slot machine, the player is not limited to playing each wagering game with only a single quarter. Rather, the player can often wager several quarters on each wagering game (e.g., a pull of the arm in the slot machine). Acres illustrates this best in FIG. 6 which shows Acres' payable. In the last three columns of FIG. 6, the winning payouts are illustrated, respectively, for the situations where the player wagers a first coin, a second coin, and a third coin. Accordingly, each time the player pulls the arm of Acres' slot machine, the total amount of the wager is not fixed as the player has a choice as to how much he or she can wager.

As the Examiner points out, Acres teaches the concept of monitoring the "rate of play." Col. 6, lines 13-19. But, this one statement in Acres cannot be read out of context. Without question, Acres teaches that its objective is to set the cost higher to the player during times of high demand and lower to the player during times of low demand. Col. 2, lines 35-55. Accordingly, the question then becomes -- what does Acres teach as the triggering event if Acres has chosen to monitor the rate of play. Later in Column 6, the answer becomes clear -- Acres monitors the rate of money wagered on the system or the rate of money wagered by a single

player. Considering that the player may wager a different amount each time the player pulls the arm of Acres' slot machine, when Acres has chosen the rate of play as a variable to monitor, Acres must determine the amount wagered on each game. More importantly, only when the overall **rate of money** achieves a certain level (*i.e.*, Acres' so-called "predetermined criterion") does Acres change a configuration parameter of the gaming machine. Col. 6, lines 40-63. As such, the one sentence at Column 6, lines 13-19 in Acres regarding the "rate-of-play" variable that can be monitored must be read in context with Acres' overall teaching as to what other determinations are made with regard to that "rate-of-play" variable, and what predetermined criterion with regard to that variable cause a change in Acres' gaming machine.

Claims 17 and 24 call for altering these game symbols in a manner that **is unassociated with a monetary value of wagers made during the plays**. While Acres may advocate altering the configuration parameter of its primary game when the wager amounts or coin-input rate are at a certain level, that is substantially different from altering game symbols after a certain number of game plays regardless of the wager amount or coin-input rate. In fact, considering Acres' particular focus on maximizing casino profits via monitoring coin-input rate and wager amounts, the claimed invention is the **antithesis** of the teaching of Acres in that the coin input rate or wager amount is absolutely irrelevant in this determination in claims 17 and 24. For example, a gaming machine constructed in accordance with the pending claims alters the game symbols after 50 spins, regardless of whether (i) those 50 spins occurred during a 15 minute period or a 15 hour period, or (ii) the amount of the wager on each of those 50 spins. Obviously, a gaming machine constructed in accordance to Acres' teaching would **never** operate in such a manner.

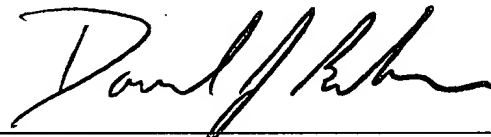
In summary, there is no teaching whatsoever in Acres about altering any configuration parameter after a certain number of plays of the game, and Acres teaches away from any proposed modification of Acres under 35 U.S.C. § 103 that would arrive at the subject matter of the pending claims.

### **Conclusion**

It is the Applicants' belief that all of the claims are now in condition for allowance and action towards that effect is respectfully requested.

If there are any matters which may be resolved or clarified through a telephone interview, the Examiner is requested to contact the undersigned attorney at the number indicated.

Respectfully submitted,



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